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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/544,423	04/06/2000	Daniel Joseph Ondrus	200-0500	7482

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EXAMINER

KOCH, GEORGE R

ART UNIT PAPER NUMBER

1734

10

DATE MAILED: 07/16/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

703-305-3599

<b>Office Action Summary</b>	<b>Application No.</b> 09/544,423	<b>Applicant(s)</b> ONDRUS, DANIEL JOSEPH	
	<b>Examiner</b> George R. Koch III	<b>Art Unit</b> 1734	

-- **Th MAILING DATE of this communication appears on the cover sheet with the correspondence address --**  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 29 April 2003.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 23-35 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 23-35 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All   b) ☐ Some \*   c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). _____  |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                         | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) <u>9</u> . | 6) <input type="checkbox"/> Other: _____                                    |

## **DETAILED ACTION**

### ***Information Disclosure Statement***

1. The information disclosure statement contains three references that were previously made of record - US Patents 4,756,489; US Patent 5,362,120; and US Patent 5,849,122. These patents were made of record in the PTO-892 (Notice of References Cited) submitted with the Office Action mailed 12-10-2001. For this reason, the patents have been crossed out of the Electronic IDS filed 5-21-2003.

### ***Claim Rejections - 35 USC § 102***

2. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.
3. Claims 23 and 31 are rejected under 35 U.S.C. 102(b) as being anticipated by US 4,759,489 to Pigott.

Pigott discloses an assembly line method (see column 3, lines 3-34) wherein a variety of joints are made by use of adhesive (see Fig. 4 and column 4, lines 53-64, see Fig. 17 and column 5, lines 1-10, and Fig. 19, columns 22-33). The joints are provided between a first member and a second member as claimed. Pigott also discloses that the joints would be of use in vehicles such as automobile bodies (Abstract, line 1). Furthermore, an assembly line method would have a predetermined coverage length, and the coverage percentage would be a predetermined percentage of the coverage length. Furthermore, an assembly line method would by definition have a

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predetermined coverage length, and the coverage percentage would be a predetermined percentage of the coverage length.

Furthermore, as to claim 31, Pigott discloses a number of joints wherein the first member includes a coverage portion and flange fill portions as claimed. See Figure 4.

4. Claims 23, 28 and 31 are rejected under 35 U.S.C. 102(b) as being anticipated by US Patent 5,849,122 to Kenmochi.

Kenmochi discloses an assembly line method for making vehicle components wherein the joints are made substantially identical manner. From Figures 2 and 3 the exemplary joint is clearly a lap joint, i.e, a joint between a first member and a second member. As stated before, an assembly line method by definition includes performing the same task in a substantially identical manner on multiple items on the assembly line. Furthermore, an assembly line method would by definition have a predetermined coverage length, and the coverage percentage would be a predetermined percentage of the coverage length.

***Claim Rejections - 35 USC § 103***

5. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

6. Claims 24-30, 32-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over US 4,759,489 to Pigott as applied to claim 23 and 31 above, and further in view of US 5,362,120 to Cornille.

Pigott does not disclose the specific bonds claimed, nor does Pigott disclose the percentage of the areas that are covered with adhesive.

Cornille discloses lap joints (Fig. 3), one half coach joints (Fig. 6) and coach joints (Fig. 5). These joints are also to be used in vehicle bodies (abstract, line 1). One of ordinary skill in the art would appreciate that the variety of joints presented would allow for a variety of attachment positions necessary for manufacturing the vehicles. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have incorporated the suggested joint of Cornille in the assembly line joint method of Pigott in order to join members and achieve the necessary shapes for manufacturing vehicles.

Furthermore, with respect to the various adhesive coverage areas recited and claim, it is known that bond strength increases with adhesive coverage area, but that the risk of seepage also increases with adhesive coverage area. One of ordinary skill in the art would know to conduct routine experimentation in order to find the best coverage area for creating the strongest bond without the risk of adhesive seepage that can damage the end product. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have conduct routine experimentation to achieve the coverage areas claimed in order to balance the twin demands of bond strength and reduced seepage.

Furthermore, as to claims 27 and 35, it is considered notoriously well known and conventional in assembly line methods to minimize adhesive seepage and maximize

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stress transfer. Minimizing adhesive seepage prevents damage to the substrate, and maximizing stress transfer would improve bond strength.

7. Claims 24-27, 29-30, and 32-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over US 5,849,122 to Kenmochi as applied to claim 1 above, and further in view of US 5,362,120 to Cornille.

Pigott does not disclose the specific bonds claimed, nor does Pigott disclose the percentage of the areas that are covered with adhesive.

Cornille discloses one half coach joints (Fig. 6) and coach joints (Fig. 5). These joints are also to be used in vehicle bodies (abstract, line 1). One of ordinary skill in the art would appreciate that the variety of joints presented would allow for a variety of attachment positions necessary for manufacturing the vehicles. Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to have incorporated the suggested joint of Cornille in the assembly line joint method of Kenmochi in order to join members and achieve the necessary shapes for manufacturing vehicles.

Furthermore, with respect to the various adhesive coverage areas recited and claim, it is known that bond strength increases with adhesive coverage area, but that the risk of seepage also increases with adhesive coverage area. One of ordinary skill in the art would know to conduct routine experimentation in order to find the best coverage area for creating the strongest bond without the risk of adhesive seepage that can damage the end product. Therefore, it would have been obvious to one of ordinary skill

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in the art at the time of invention to have conduct routine experimentation to achieve the coverage areas claimed in order to balance the twin demands of bond strength and reduced seepage.

Furthermore, as to claims 27 and 35, it is considered notoriously well known and conventional in assembly line methods to minimize adhesive seepage and maximize stress transfer. Minimizing adhesive seepage prevents damage to the substrate, and maximizing stress transfer would improve bond strength, both of which are

### ***Response to Arguments***

8. Applicant's arguments filed 4-29-2003 have been fully considered but they are not persuasive.

9. Applicant's arguments mainly focus on details of the reference not excluded by applicant's claims. For example, the discussion of the mating locations of Pigott on page 7 is not excluded by applicants claims. Similarly, in page 8, the fact that the members in Kenmochi are honeycomb panels is not excluded by applicant's claims (or even applicant's specification, for that manner).

Furthermore, the joints disclosed by Kenmochi and Cornille include joints that would have a second fill portion extending from the second point to a line that is collinear to the tangent portion.

### ***Conclusion***

10. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to George R. Koch III whose telephone number is (703) 305-3435 (TDD only). If the applicant cannot make a direct TDD-to-TDD call, the applicant can communicate by calling the Federal Relay Service at 1-800-877-8339 and giving the operator the above TDD number. The examiner can normally be reached on M-Th 10-7.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Richard Crispino can be reached on (703) 308-3853. The fax phone numbers for the organization where this application or proceeding is assigned are (703)



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305-7718 for regular communications and (703) 305-3599 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-0661.



George R. Koch III  
July 14, 2003



RICHARD CRISPINO  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 1700